

(not including BlackBerry Internet Service, terms for which can be viewed [here](#))

## THESE TERMS & CONDITIONS APPLY TO THE FOLLOWING SERVICES:

<b>Nokia Messaging Service</b>	A service provided by Nokia that uses a software application to facilitate the use of mobile email. It is either pre-installed or downloaded to your compatible Nokia Device, a list for which can be found at <a href="http://www.orange.co.uk">www.orange.co.uk</a>	Available to pay monthly and Business customers
<b>Mobile Mail with Orange</b>	An Orange-branded service that uses a software application to facilitate the use of mobile email. It is either pre-installed or downloaded to your compatible Device. A list of compatible Devices can be found at <a href="http://www.orange.co.uk">www.orange.co.uk</a>	Available to pay monthly, pay as you go and Business customers
<b>Email on your phone</b>	An Orange-branded service that facilitates the use of mobile email. It is set up and managed using Orange World pages and will only work on a WAP or MMS enabled phone.	Available to pay monthly and pay as you go customers

All other mobile email services from Orange are subject to their own terms and conditions, available at [www.orange.co.uk/terms](http://www.orange.co.uk/terms)

## CHARGES

Mobile Email provides unlimited email as inclusive in some Service Plans, on selected devices for a limited period or otherwise for a monthly charge in addition to the charge for your Service Plan and any other services, including voice calls, taken in conjunction with your Service Plan.

During download and installation or update of Mobile Email, some Devices may use a small amount of chargeable data to validate the authenticity of the downloaded software. This chargeable data use will typically be less than 5 kilobytes, but, if not taken from any data bundle on your account, will incur a data charge as per your standard talkplan data rate. This data charge is only incurred during the installation or update of the Mobile Email software and will not add to the data costs of everyday use of the service.

Please refer to the appropriate price guide for full details:

<b>Price Guides</b>	
Pay monthly and pay as you go customers	<a href="http://www.orange.co.uk/mobileemail">www.orange.co.uk/mobileemail</a>
Business Service Plans	<a href="http://www.orange.co.uk/business/priceguide">www.orange.co.uk/business/priceguide</a>

### 1. Pay monthly and Business customers

- a. Once you have requested Mobile Email we shall activate the mobile email service as soon as possible. Please note, that whilst this should take just a minute or two it could take 48 hours or longer. We shall notify you by text message once your Mobile Email service has commenced.

- b. Once you have requested to unsubscribe from Mobile Email we will send you a text message to confirm Mobile Email has been cancelled. Again, this should take a minute or two to come through (but it may be 48 hours or longer).
- 2. **Pay as you go customers**
  - a. On receipt of payment we will respond with a confirmation text message to say you have successfully subscribed to Mobile Email. This should take a minute or two to arrive (but it could be as long as 24 hours).
  - b. If you request Mobile Email but do not have sufficient funds, you will be sent an SMS text message to request that you top up your account.
  - c. After you subscribe for Mobile Email, we will apply a recurring charge ("**Recurring Charge**") until you unsubscribe or other termination. This will be debited from your account's credit every calendar month. If the account has less than the value of the Recurring Charge then Mobile Email will be suspended until the account is topped up. Mobile Email will recommence on the date we take the next Recurring Charge, and the next following Recurring Payment will be taken one calendar month thereafter.
  - d. Emails will only be delivered to the Device during the calendar month period that funds have been collected.
  - e. If 28 days have passed without your account being topped up to at least the value of the Recurring Charge, your subscription to Mobile Email will be automatically terminated. To re-subscribe, text 'email' to 247.
  - f. Once you have requested to unsubscribe from Mobile Email we will send you a text message to confirm Mobile Email has been cancelled. Again, this should take a minute or two to come through (but it may be 48 hours or longer).

## TERMS

- 3. **Service:** Mobile Email allows you to receive unlimited emails on your Device for a fixed monthly fee as follows:
  - a. Mobile Email supports most internet based email providers but we cannot guarantee that your email can be set up;
  - b. It is your responsibility to ensure that use of Mobile Email in conjunction with your email service provider is in compliance with its terms and conditions;
  - c. to set up your work email account you should contact your company's IT administrator to obtain the information required. You agree that we shall have no liability in respect of that email account should the configuration and delivery of your work email to your handset not be sanctioned by your company;
  - d. to use an email service provider using Mobile Email may require subscription to a premium service with that email provider;
  - e. Emails will only be sent to, or received by, your Device whilst Mobile Email is active. Therefore if Mobile Email is suspended or terminated for any reason emails sent during the period of suspension or after termination will not be sent to your Device.
- 4. **Eligibility:** all pay monthly, Business and pay as you go customers will be entitled to subscribe for Mobile Email, but will only be able to use Mobile Email if they have a compatible Device – for a list of Devices please visit

5. **Connection:** Mobile Email when inclusive on a Service Plan may be subject to a minimum contract term; the minimum period of connection to a Mobile Email extra on other pay monthly Service Plans, Business plans and pay as you go is one calendar month. For current details of all minimum terms see the relevant Price Guide.
6. **Authority:** by subscribing for Mobile Email, you agree that you have the authority of the named Orange account holder.
7. **Access:** for Nokia Messaging Service and Mobile Mail with Orange you may access Mobile Email from your Device where the software application that facilitates Mobile Email (referred to as the "Client") is pre-installed. If not pre-installed, you may download and install it by going to <http://orangeworld.co.uk/r/mobilemail/> from your Orange phone, provided Mobile Email is compatible with your Device. See the list of compatible Devices at [www.orange.co.uk](http://www.orange.co.uk). For 'Email on your phone' you may access the service using Orange World pages.
8. **Unlimited UK email data use:** Unlimited use does not include roaming services. You will not be charged for mobile data consumed using Mobile Email whilst in the UK. If your Service Plan or other data products on your account includes a mobile data allowance, this shall not be affected by any use of your Mobile Email.
9. **Network Terms:** Mobile Email is subject to the Terms & Conditions for the Supply of Orange Network Services ("**Network Terms**"), which are to be found at the back of your Orange phone user guide and at [www.orange.co.uk/terms](http://www.orange.co.uk/terms). Where there is any inconsistency between these Terms & Conditions and the Network Terms, these Terms and Conditions will prevail. Initially capitalised terms in these Terms & Conditions bear the same meanings as in the Network Terms.
10. **Roaming:** Mobile Email may be available whilst roaming abroad, subject to the roaming network's support for mobile data. If you wish to receive email whilst abroad you must change the relevant setting in the Mobile Email client in which case the Device may synchronise with your email accounts automatically resulting in data charges.
11. **Privacy:**
  - a. In order for you to make use of Mobile Email, Orange will provide details of your mobile phone number and SIM card to certain approved suppliers to enable access to Mobile Email and maintain consistency of service (for instance, if you decide to change your Device). The details of your mobile phone number and SIM card will be used in accordance with our Privacy Policy, available at [www.orange.co.uk/privacy](http://www.orange.co.uk/privacy). In addition, you will be asked to provide your email credentials (address, user name and password) and, unless you are using Nokia Messaging Service (in which case clause 14.d below applies) your email credentials will also be used in accordance with our Privacy Policy. If your email credentials also allow access to sensitive or financial information (e.g. checkout services or commercially-sensitive documents or attachments) and you have any concern that compromise of those credentials (e.g. through loss or theft of your mobile Device) may incur a financial liability, you should take additional precautions (e.g. Device passwords or encryption) or otherwise consider whether Mobile Email is appropriate for that email account. You agree that Orange shall have no liability for any misuse of your email account if you set up your Mobile Email on an email account allowing access to sensitive or financial information.
  - b. It is your responsibility to ensure that personal information stored on the Device is not compromised. Should the Device be passed on to a third party it is your responsibility to remove personal information, including (but not limited to) email content etc. and manually deactivate all email accounts set up on the Device from the Mobile Email Service before your SIM is removed or disconnected from the Orange network or the Device is factory reset or leaves your possession. Should your Device be lost or stolen, we can make best efforts

to deactivate your Mobile Email account remotely prior to disconnecting the Device from the network.

12. Orange reserves the right to:

- a. replace or amend Mobile Email (including changing the supplier of your particular service and/or providing another service of equivalent value) or these Terms & Conditions or to withdraw Mobile Email at any time on reasonable notice;
- b. suspend or terminate Mobile Email should it reasonably suspect it is being used for illegal, immoral or offensive purposes.

13. References to Orange in these Terms & Conditions are to Everything Everywhere Limited, whose registered office is at Hatfield Business Park, Hatfield, Hertfordshire. AL10 9BW.

14. **Terms for Nokia Messaging Service**

If you subscribe to Mobile Email on a compatible Nokia handset ("**Nokia Messaging Service**", "**Nokia Email**" or "**NMS**") you also agree to the following terms:

- a. **Access:** NMS must be activated by from the Device. Access to NMS does not permit use of any other Nokia application. If you require any other Nokia service then you should contact your retail shop for terms, conditions and pricing.
- b. **NMS licence terms:** Your use of NMS is subject to your acceptance of the terms and conditions of Nokia, as may be amended from time to time. These terms are made available to you on your Device at the time of activation of NMS and include the right to use Nokia's software to access the service. By activating NMS you agree to comply with Nokia's terms.
- c. **Roaming:** NMS may be available whilst roaming abroad. The Device may synchronise with your email accounts automatically resulting in data charges. If you do not wish to receive email whilst abroad you can turn off NMS (see your user manual for details).
- d. **Privacy:** NMS creates a Nokia account using the email credentials (such as your user name and password) first used to log in. That personal information shall be managed by Nokia in accordance with its own privacy policy. Orange will not be responsible for the processing of your email credentials by Nokia and strongly advises you to read carefully Nokia's privacy policy before you provide your email credentials.. Subsequent email accounts added are then associated to this NMS account. Use of NMS is not recommended if shared or group email addresses are used with NMS. Subsequently adding personal email addresses may associate the personal email account with the shared email account credentials, potentially giving access to other NMS users of that shared email account. You agree that Orange shall have no liability for any misuse of your email account if you set up your NMS with a shared email address.
- e. **Mail For Exchange and Lotus Notes Traveller** are not included in the unlimited email offer. NMS is only for use with internet based email accounts (e.g. Hotmail, Google Mail, Yahoo! Mail etc.). If you configure your Nokia Device to connect to a Microsoft Exchange or Lotus Domino server using the Nokia Mail For Exchange or Lotus Notes Traveller client, your standard voice plan data rates or inclusive data bundle will apply.